Appendix.

THIS INDENTURE OF TRUST made this 12th day of June, 1935, between GEORGE H. WHITELEY, residing at R. D. No. 9, York, Pennsylvania, hereinafter referred to as the Donor, and THE FIRST NATIONAL BANK OF YORK, Pennsylvania, hereinafter referred to as Trustee, this trust being known and designated as GEORGE H. WHITELEY TRUST No. 100,

WITNESSETH

WHEREAS, the Donor desires to assign, transfer and deliver to the Trustee, certain securities hereinafter described for the purpose of creating a voluntary living irrevocable trust, and

WHEREAS, the Trustee has agreed to accept said securities and to hold the same and the proceeds and income thereof upon the trusts hereby created.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and of other good and valuable considerations, the Donor has assigned, transferred and set over, and by these presents does assign, transfer and set over unto the said Trustee, its successors and assigns, all his right, title and interest in and to one thousand (1,000) shares of the no par value Common Stock of The Dentists' Supply Company of New York.

TO HAVE AND TO HOLD the said shares of stock, together with additional securities, money or other property which may be transferred by the said Donor or others, unto the said Trustee, its successors and assigns, IN TRUST NEVERTHELESS, for the following purposes and uses and subject to

the terms, conditions, powers and engagements hereinafter set forth, to-wit:

To pay the income from this trust to the Donor, as, if and when ordered in writing by him to do so, during the minority of his daughter, Virginia Whiteley, to be used solely and entirely by him for her support, maintenance, education and enjoyment. If any income is accumulated and not distributed during the minority of the said Virginia Whiteley, such income shall be invested in securities if ordered and approved by the Donor, not limited to investments that are legal for trust funds in the State of Pennsylvania, and become part of the corpus of this trust. Upon her attaining the age of twenty-one years, the Trustee shall distribute and pay over direct to the said Virginia Whiteley, the income from this trust fund and any of the corpus in such amounts and at such times as the Donor in writing orders such distribution or distributions to be made.

If Purdon Smith Whiteley, wife of the Donor, survives the Donor, she shall succeed to and have the same rights as to ordering and directing distribution of the corpus and income of this trust and investment of undistributed income, as hereinabove provided for the Donor.

Upon the death of the survivor of the Donor and his wife, Purdon Smith Whiteley, the Trustee is hereby directed and authorized to distribute and pay unto Virginia Whiteley, the daughter of the Donor, in quarterly installments, the income from this trust, and upon the death of Virginia Whiteley, if she dies without a child or children surviving her, the corpus of this trust fund shall be divided, share and share alike, and added to the similar trusts created even date herewith in favor of George H. Whiteley, III, Morgan S. Whiteley, and Purdon B. Whiteley, and be

subject to the terms thereof. If Virginia Whiteley dies leaving a child or children to survive her, the corpus of this trust shall remain intact and the income therefrom distributed, share and share alike, among such surviving children, during their respective minorities, if necessary and required for their support, maintenance or education, and upon each of said children attaining the age of twenty-one years, the Trustee shall transfer and set over to such child as he or she attains the age of twenty-one years, his or her equal share in the corpus of this trust including accumulated income, with the right of survivorship among such surviving children in the event of the death of any prior to attaining the age of twenty-one years, and in the event of all of such surviving children dying before attaining the age of twenty-one years, the corpus of this trust fund shall be distributed equally and added to the similar trusts created even date herewith for my other children, George H. Whiteley, III, Morgan S. Whiteley, and Purdon B. Whiteley, and be subject to the terms of their trusts.

Each and every beneficiary under this trust is hereby restrained from and are and shall be without right, power and authority to sell, transfer, pledge, mortgage, hypothecate, alienate, anticipate, or in any other manner affect or impair his, her or their beneficial and legal rights, titles, interests, claims and estates in and to the income and/or principal of this trust during the entire term hereof, nor shall the rights, titles, interests and estates of any beneficiary hereunder be subject to the rights or claims of creditors of any beneficiary nor subject nor liable to any process of law or court, and all of the income and/or principal under this trust shall be transferable, payable and deliverable only, solely, exclusively and personally to the above designated beneficiaries hereunder at the time entitled to take the same

under the terms of this trust, and the personal receipt of the designated beneficiary hereunder shall be a condition precedent to the payment or delivery of the same by said Trustee to each such beneficiary.

During the life of the Donor, and if his wife survives him, during her life, all investments and reinvestments shall be made only by and with the approval of the Donor herein and after his death with the approval of his wife, Purdon Smith Whiteley, if she survives him, and when thus made the Trustee hereunder shall be without liability or responsibility to any person whatsoever.

The said Trustee shall have power, in addition to and not in limitation of any authority given it by law, to exercise any of the following powers, to wit:

To retain, without liability, any investments in the form in which they may be at the time of the creation of this trust or when added to this trust, whether legal investments for trust funds under the laws of Pennsylvania or not.

To invest and reinvest, alter, vary, and change investments and reinvestments from time to time, not being confined to what are known as Legal Investments, any Statute to the contrary notwithstanding,—subject, however, to the restriction that the original one thousand (1,000) shares of The Dentists' Supply Company of New York deposited with the Trustee shall not be sold or exchanged except and unless said Company is reorganized or merged and in the opinion of the Trustee it is advisable and expedient to accept other stock and/or securities in exchange for said one thousand (1,000) shares of the no par Common Stock of The Dentists' Supply Company of New York, or the condition of said Company becomes such that the Trustee deems it advisable to sell said shares of stock, subject to the consent of

the Donor during his lifetime and his wife during her lifetime if she survives him.

To purchase investments at a premium and to charge the premium over to principal or income or partly to principal and partly to income, as it shall deem best.

To sell any securities or other personal property except as hereinabove provided, which may at any time form part of this trust for such prices, upon such terms, in such way and manner, and for such interests and estates as may be deemed wise, and to make good transfers and assignments therefor to the purchaser or purchasers thereof without any obligation on the latter to see to or be responsible for the application of the purchase money.

To exercise any option to subscribe for new stocks or bonds or certificates or other instruments in the nature thereof which may be given to it as the holder of any stocks or bonds or certificates or other instruments in the nature thereof belonging to this trust estate.

To join in any plan or lease, mortgage, consolidation, exchange, reorganization or foreclosure of any corporation in which said Trustee as such may hold stocks or bonds or other securities, and to deposit such stocks, bonds or other securities under such plan, and likewise to participate in the liquidation, reorganization, consolidation, incorporation, or to the financial readjustment of any corporation or business in which the trust estate is or shall be financially interested.

To determine what expenses and other items shall be charged against principal and what against income.

To compromise, arbitrate, abandon or otherwise adjust claims in favor or against the trust estate.

To borrow money for the benefit of the trust estate and secure the same by hypothecating any of the securities included in this trust.

To hold any or all securities or other property in bearer form, in its own name, or in the name of some other person, partnership, or corporation, or in the name of a duly appointed nominee, with or without disclosing the fiduciary relation.

To apply stock dividends and any other extraordinary non-cash dividends to income or principal of the trust estate or to apportion the same between income or principal in its absolute discretion and the decision of the Trustee shall be final and conclusive and binding upon all persons interested in the trust estate.

To execute and deliver assignments, powers of attorney for the transfer of shares of stock, contracts, bills of sale, notes, and any and all other instruments in writing required for the administration of this trust.

To make distributions in cash or in kind or partly in cash and partly in kind at valuations to be determined by the Trustee.

From the date of death of the survivor of the Donor, George H. Whiteley, and his wife, Purdon Smith Whiteley, the Trustee is authorized, directed and empowered to distribute and use any part of the corpus and/or income of this trust fund as in its opinion, in the exercise of its sole and uncontrolled judgment, may be proper for the comfort, education, maintenance and support of any beneficiary, or that might be necessary as the result of sickness or emergency. The Donor hereby exonerates the Trustee of and from all liability or responsibility for or by reason of any payments the Trustee may make out of the corpus or income of this trust for the purposes above mentioned or for the application thereof, its decision to be final and conclusive.

POWERS OF DONOR

First: To vote at corporate meetings in person or by proxy, with or without power of substitution, all shares of stock constituting part of this trust. The wife of the Donor, shall succeed to this power and right during her lifetime, if she survives the Donor. After the decease of the survivor of the Donor and his wife, the Trustee shall exercise this right and power.

Second: The Donor reserves the right to add to the investments, securities, or other property, real or personal, to the corpus of the fund herein created as he may in his discretion, from time to time deem advisable, the same to be thereafter held subject to the terms and conditions hereof.

IN WITNESS WHEREOF, the said parties have hereunto set their respective hands and seals the day and year first above written.

Witness:

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..... (SEAL)

THE FIRST NATIONAL BANK
OF YORK, PA.

By:.....
President

ATTEST:

.....
Secretary

STATE OF PENNSYLVANIA }
COUNTY OF YORK } ss:

Before me, a Notary Public in and for said State and County, personally appeared George H. Whiteley, who in due form of law, acknowledged the foregoing Indenture of Trust to be his voluntary act and deed and desired that same be recorded as such according to law.

WITNESS my hand and notarial seal this day of June, A. D. 1935.

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Notary Public